PRESERVED

App. F. IX-4

Previous References

1936.

File No. 14 S. 36

Serial Nos. 6

6,7,936 11

Letter References.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. ~~Part~~ 5.

Part B for ~~May~~ June 1937

SUBJECT.

Legal effect of the Service deeds on the managing Agency of the S.I.C mills

2. The Comptroller

WD 0418—GPB—22,500—29-8-36

Copy of letter No. 7138 dated 29.5.37 addressed to Rama Rao Rating Mistri Comptroller Karaikal & Counter cheque signed by the VV Chandrasekaran

Serial No.

Reference.- Letter No. 383 of 36-37 dated the 12th Mar[illegible] 1937 from the Chairman of the Sri Krishna[illegible] rajendra Mills, Ltd., Mysore, reporting th[illegible] Mr. D.N. Sirur of Messrs. Sirur and Co., Bomb[illegible] Managing Agents of the above Mills, passed away on the 11th March 1937 at Bombay.

.....

1. Seen by the Dewan and Members of Council.

2. Submitted with G.F. Files 110-34-5 and 110-34-15 relati[illegible] to the appointment of Messrs. Sirur and Co., as Managi[illegible] Agents of the Mills.

3. The present partners of the Firm of Messrs. N. Si[illegible] and Co., are:

(1) Mr. Dattatreya Narayan Sirur and (2) Mrs. Sur[illegible] rabai Dattatreya Sirur, and Mr. D.N. Sirur is entitled t[illegible] exercise all the powers which have been given to the Firm by the Managing Agency agreement.

4. According to the agreement between the Mills and Sirur and Co., (Vide clause 11), it seems that even if there were to be any change in the constitution of t[illegible] firm, the latter will have to be continued as Managing Agents of the Mills, and according to clause [illegible], Gov[illegible] ment or the Firm can terminate the agreement on six months' notice. The agreement entered into with Messrs. Sirur and Co., was mainly on personal ground[illegible]

Cover Sheet.

WD 0417—GPB—80,000—8-9-36

3390/FL

Re Managing Agents: S.K. Mills 5446

P

File No. of 193 | General and Revenue Secretariat

Serial No.

because we wanted Mr. Sirur to manage it, and the firm as such has no stake or interest in the Mills - a position peculiar to this Mill. In other Mills, the Managing Agents have generally a large stake. Now that he is no more, the points for consideration are:-

(1) What legal effect of Mr. Sirur's death has on the managing agency of the Krishnarajendra Mills;

(2) What arrangement for the future management of the Mills is desirable or expedient; and,

(3) if Mr. Sirur's firm is to continue as Managing Agents, whatever its new constitution may be whether we should take any action to safeguard Government interests.

5 On point (1) the Law Section will first be consulted, and then the Chairman re: points 2 and 3.

Second Member) 16/3.

Law Sec.)

6 Mill. 17/3/37

A.S. (Law) - W 18/3 230 Law Sec. 18/3

OFFICE OF THE SECOND MEMBER OF COUNCIL. 17 MAR 1937 NO 6376

3591P
-it

5744

P

General and Revenue Secretariat | File No. | of 193 . | [App. F. III—2

Serial No.

7 Please put up Partnership Regulation and Pollock & Mulla's Commentaries on Indian Contract Act

BNR
18-3-37

8 Clause 1 and 11 (of the agreement between the Mills and Messrs Sium Bros) read together show that during the continuance of the agency, the persons constituting the firm of Messrs Sium & Co might vary from time to time. The letter flagged 'Y' shows that in Jan 37, the partners of the Firm were Mr Sium & Mrs Sium. It is however essential to know if the Firm was constituted differently at the time of Mr. Sium's death and if so who were the partners at the time. This information may kindly be obtained.

9 Section 42 of the Partnership Regulation provides that subject to Contract between the partners, a firm is dissolved by the death of a partner. But there may be an agreement among the partners that the death of one of the partners would not dissolve the partnership. An examination of the agreement of partnership relating to the firm of Messrs Sium & Co is therefore necessary before an opinion on the point raised. A copy of the agreement may kindly be furnished.

BNR
24-3-37

NOTE—Contn. Sheet.

WD 0417—GPB—30,000—3-9-36

Asst. Secy
Fin. Dept
WC

Managing Agency
Sh. Cases

File No. of 193 . | General and Revenue Secretariat

Serial No.

D.O. No 399 dt 25-3-37 from Mr. H.V. Ramanathan forwarding for issue the Resolution of the Board to provide for drawing money from the Eastern Bank, Bombay as also the Mysore Dist' Treasury

OFFICE OF THE SECOND MEMBER OF COUNCIL. 1937 No. 6777

1) Reference Para 5.
On information required by the Law officer in para 4 & 9 has to be obtained from the Chairman - Draft Sent.
Meanwhile the Chairman wants Sanction to the Resolution of the Board authorising Mr. V.N. Chandrasekhar to draw money from the Bank & Treasury.
It is not clear if the Hon. Ch. be asked to send the legal opinion. Perhaps it is proposed to authorise Mrs. Gower.
11) May the Law Secy be Consulted again.
12) Two drafts are however sent for orders.
13) The Secy)

27/3/37

14) Hon. Member approve Sanction

27/3

15) 2nd row)
16) Letter to chairman issued 30/3.

31/3/37

Serial No.

No. H 6311 / 31.3.37 re the Election of [illegible] as the Deputy Chairman of the Board of Directors of Messrs. Simon & Co.

17) I agree with the views expressed in the note of the Chairman (dated 3.4.37).

18) In the absence of a contract to the contrary, a firm is dissolved on the death of a partner. In the present case there seems to be no contract between the partners that the firm is not dissolved by the death of a partner. It follows therefore that on the death of Mr. Simon, one of the partners, the firm of N. Simon and Co stands dissolved.

19) The managing Agency agreement is between the Company and the firm of Simon & Co. Clauses I and II of the agreement permit the firm to be constituted differently from time to time. The agreement is not with the members of the firm in their individual capacity, but in their capacity as members constituting the firm. As soon as Mr. Simon died, there remained only one surviving partner viz. Mrs. Simon. The

WD 6417—GPB—30,000—8-9-36

Serial No.

Very term partnership implies a relation between persons and persons who have entered into partnership with one another are called individually partners and collectively a firm. It is thus obvious there cannot be a firm consisting of a single person. After the death of Mr. Sinn, the surviving partner Mrs. Sinn alone cannot therefore constitute the firm of Sinn & Co. The managing agency agreement cannot therefore be deemed to have come to an end.

2) In the circumstances explained above, the firm of Sinn & Co became dissolved on the death of Mr Sinn, and any new partnership formed afresh by Mrs. Sinn with a new partner, though under the old firm name of Sinn & Co, can not be a new firm and not the old firm differently constituted. I am therefore of opinion that if the Company is agreeable to give the managing Agency to the new firm of Sinn & Co (partners of which

Legal effect of Mr. Sirur's death on the managing Agency of the S. K. Mills

Serial No.

are Mrs. Sirur and Mr. Chandavarkar), a fresh agreement should be entered into, and the Articles of Association also suitably amended.

BKR
6-4-37

OFFICE OF THE SECOND MEETING OF COUNCIL. 1937 No. 705

Fin. Secty.
2nd Mr) 21

22 nil
10/4/37

23 The copy of the agreement between Mr & Mrs Sirur in which it is stated that the partnership will not dissolve on Mr. Sirur's death and Mrs Sirur could take another partner — received from the Chairman is put up in the file ~~bunch with this~~ — Auth Sec? dear Sir" Who was asked to go through it and give to me his opinion ~~for my~~ Says that he had consulted the Govt Advocate also and they were both of opinion that according to the terms of the agreement; the death of Mr Sirur does not dissolve the partnership, that Mrs Sirur could add to Mr Chandavarkar & this action ~~was~~ has to be automatically agreed to by the Mills according to ~~the~~ working clauses 10 & 11 of the Agreement with the Mills - Mr Athavale Bar, the legal Adviser of the Mills ~~is~~ was also of the same opinion. This view

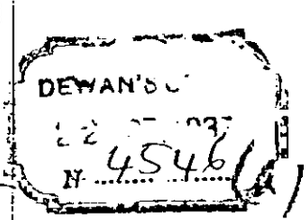
NOTE—Contn. Sheet.

WD 0417--GPB—80,000—8-9-36

legal effect of Mr. Sirur's death on the Managing Agency of S.K. Mills.

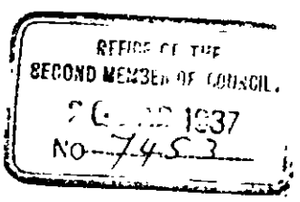
File No. 88/2 of 193 . | General and Revenue Secretariat

Serial No.



was accepted by the Board of Directors in their meeting on the 11th of this month. and Mr Chandavarkar took his place as Director on that day. In these circumstances Mr. Chandavarkar (taking also Sirur's place) this understanding was agreed to by Mr C. Sirur the matter has settled itself automatically and no further action seems to be necessary in the directions mentioned by me in para 4 above.

2nd Mr
Dewan



19/4

20/4/37

22-4-37

24/4

Mr. L

Extract from the proceedings of the Board Meeting on 11.4.37

The Secretary read the letter dated 7-4-1937 from the partners of N. Sirur and Co., intimating the appointment of Mr. V.N. Chandavarkar a member of the Firm as ex-officio Director. The deeds of partnership agreement of the firm of Messrs. N. Sirur and Co., dated 31-3-1915 and 5-4-1937 were placed on the table.

Resolution.-

Serial No.

Resolution.- Recorded that Mr.V.N.Chandavarkar takes his seat on the Board of Directors as ex-officio Director

The Comptroller and the Eastern Bank, Ltd Bombay, may be informed that Messrs. N.Sirur and Co., will operate on the Bills' accounts as before."

**

27 These papers will now be filed, if approd.

28 W 26/4

26/4

B 26/4

D.O No 478/36-37 dt 6.8.37 from Mrs. A.V. Ramanathan, forwards copy of Comptr's letter regarding money being drawn from the Treasury on cheques signed in the Trustees' name by Mr. V.N.Chandavarkar -

29. The Comptr has made an identical reference to this office also. Vide linked file & also the last note at page of flag F. in linked file.

30 This doubt has arisen because the Comptr's office thinks that the death of Mr. N.V. Sirur has dissolved the partnership of the firm, which it

F.

WD 6417—GPB—30,000—8-9-36

Mr. D. N. Sarma Retd Asst
Manager Agency 2/5/37

Ad 279

File No. of 193 . General and Revenue Secretariat

Serial No.

has been held otherwise in Laid.
Vide paras 23 & 26 above.
31 The file may perhaps be sent
to the Compln for note of these paras
in the file & permission obtained
signed in the forms drawn by
Mr. Chandrasekhara being honoured. 1/A
32 No further action is perhaps
necessary than intimating the
Chairman Labr Bd the Compln
has been rejected on the points
raised.

7/5 MA 7l Secy 33 W 7/5

34 Cr 9/5 WD

35 To the Compln with Compl Rs. for favour of note for further action & return.
as at A
B.O.

112
Labour.
PUBLIC No 1049/SPE
11 MAY 1937
BANGALORE.
11/5/37

10.5.37

K Venkatachar
7l Secy
5.MA

T. C

Comptroller's Office | File No. of 193

Serial No.

U.O.No.904/Loans. Dated: 17th May 1937.

No. 1014/Spl dated 19-5-37

36 Returned with compliments.

37 Paras 23 and 26 in the file have been noted and revised instructions have been issued to the Treasury Officer, Mysore, in this office letter No. 899 dated 15th May 1937 to honour the cheques signed by Mr. V.N.Chandavarkar in the name of the Managing Agents of the Mills supported as usual by bills countersigned by the Agents at Bombay.

Comptroller.

S.S.

17.5.37

No 902 Loans of 17.5.37 from Ki Comptr requesting approval of his action authorising Ki Treasy to honour cheques signed by Mr. Chandravarkar in Ki firms name.

This letter of ki self-same import as this file, ki earlier than Ki U.O note at para 37 above. In ki light of ki earlier no action is necy on this letter. The A/c. Loans, who was consulted agrees in this view.

A draft to Mr. Ramanathan is put up accdg to paras 32 & 34 for approval

On issue, the file may be sent to

Note—Contn. Sheet.

4870
Sc

G. File No. 145 of 1936 | Comptroller's Office

Serial No.	
10	

No Fe 7137 / 29-5-37 / D.O from Mr. A.V. Ramanathan, stating that his cheque has been instructed to honour his cheques signed by Mr. V.N. Chandravarkar with first name: Corps to Comptr

B
3 2/5-

Letter No: Sec I 29 of 19.6.37. from the Comptroller stating that the Dy: Commissioner, Mysore has been instructed to honour the documents signed by Mr: V.N. Chandravarkar in respect of the first personal deposit Account of S.K. Mills Ltd:

Subs: for perusal.

B.

WC 28/6

28/6

G.R.S. III—37

[To be used only fo

...OF THE ...
...ID MYSORE COUNCIL.
...937
...6267

DEWAN'S OFFICE
2 ... 1937
No. 3794

FINANCIAL SECRETARY
13 MAR 37

TELEGRAMS: "SRIKMILS," MYSORE
TELEPHONE: MYSORE 266. 3390

Sri Krishnarajendra Mills, Ltd.,
(Registered in Mysore.)

N. SIRUR & CO.,
AGENTS,
TELEGRAMS: "CHAMUNDI," (BOMBAY & BANGALORE)
TELEPHONE: BOMBAY. 22947. BANGALORE. 365.

Bangalore Road, 3673
Mysore 193

D.O. No. 383/36-37.

Bangalore,
Dated, 12th March 1937.

My dear Shamanna

I regret to have to report, for the information of the Government, that Mr. D.N. Sirur of Messrs. Sirur & Co., Bombay, Managing Agents of Sri Krishnarajendra Mills, Ltd., passed away at 3 p.m. on the 11th March 1937, at Bombay.

Yours Sincerely

Rajaseva Nipuna
S. Shamanna, Esq., B.A.,
Financial Secretary to
the Govt. of Mysore,
Bangalore.

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

TELEGRAMS
"SRIKMILLS" MYSORE

TELEPHONE:
MYSORE 266.

Sri Krishnarajendra Mills, Ltd.,
(Registered in Mysore)

N. SIRUR & Co
AGENTS
TELEGRAMS "CHAMUNDI,"
(BOMBAY & BANGALORE
TELEPHONES BOMBAY, 22947.
BANGALORE. 365.

Bangalore Road
Mysore, 13th March 1937

16 MAR 1937
Chief Accts. Mysore

3266

Dear Sir,

We deeply regret to inform you that our Agent Mr. D.N. Sirur suddenly expired at his residence at Bombay on the afternoon of Thursday the 11th instant.

Yours faithfully,
[illegible]
Secretary

Rajaseva Nipuna S. Shamanna, Esq., B.A.,
Financial Secretary to Government,
Bangalore.

GN

MILLS AT MYSORE.
TELEGRAMS:-"SRIKMILS," MYSORE.
TELEPHONE:-MYSORE 266.

COPIED

SRI KRISHNARAJENDRA MILLS, LTD.,

(REGISTERED IN MYSORE)

N. SIRUR & CO.,
AGENTS.
TELEGRAMS: "CHAMUNDI."
(BOMBAY & BANGALORE)
TELEPHONES:- BOMBAY. 22947.
BANGALORE. 365.

In reply refer to.....

TEMPLE BAR BUILDINGS,
70, FORBES STREET, FORT.

BOMBAY 19th March 193 7

Dear Mr.Ramanathan,

I am indeed very grateful to you for your letter of the 15th instant and your kind sympathy in our bereavement. Mr.Sirur's death was a sudden and stunning blow to all of us. Although we knew that he was not keeping quite fit for sometime past, neither he nor we realised till a few hours before his death that the end was so near and that he was suffering from a serious ailment. Till the last he was carrying on his business from his sick bed, and Sri Krishnarajendra Mill was, perhaps, more in his thoughts than his own Concerns. I have now to take over the responsibility of conducting his business, and I am sure I can rely upon the same goodwill and support as was so kindly extended to him by His Highness' Government, particularly by the Dewan and yourself.

I find that Mr.Sirur had suggested that a Board Meeting of the Mills be held on the 5th or 6th of April. At first I thought I would not be able to go to your side before the end of April. But

now I intend paying a visit to Bangalore and Mysore much earlier and leave Bombay on about the 6th April. I shall thank you to kindly let me know whether Sunday the 11th April would suit you for a Board Meeting. On hearing from you I shall settle my plans and write to you accordingly.

In the meantime, accept my thanks for your kind sympathy and condolences.

Yours sincerely,

A.V.Ramanathan, Esqr., B.A.,
Bangalore.

SM

MILLS AT MYSORE.
TELEGRAMS :-"SRIKMILS," MYSORE.
TELEPHONE :- MYSORE 266.

SRI KRISHNARAJENDRA MILLS, LTD.,

(REGISTERED IN MYSORE)

N. SIRUR & CO.,
AGENTS.
TELEGRAMS "CHAMUNDI."
(BOMBAY & BANGALORE)
TELEPHONE:- BOMBAY, 22947.
BANGALORE, 365.

In reply refer to.....

TEMPLE BAR BUILDINGS.
70, FORBES STREET, FORT.

BOMBAY 16th March 193 7

Dear Mr. Ramanathan,

Further to my letter of the 15th instant, until the Board Resolution is obtained for operation on the Company's Banking account with the Eastern Bank, N.Sirur & Co., Ltd., may have to advance monies to the mills, should there be any pressing payments. I hope such emergency advances will have your approval. The advances will be recovered by N.Sirur & Co., Ltd., when the operations on the Mills' Banking account with the Eastern Bank are resumed.

Yours sincerely,

N. Khandavalli

A.V.Ramanathan, Esqr., B.A.,
Bangalore.

MILLS AT MYSORE.
TELEGRAMS:- "SRIKMILS." MYSORE.
TELEPHONE:- MYSORE 266.

SRI KRISHNARAJENDRA MILLS, LTD.,
(REGISTERED IN MYSORE)

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(BOMBAY & BANGALORE)
TELEPHONES: BOMBAY. 22947.
BANGALORE. 365.

TEMPLE BAR BUILDINGS,
70, FORBES STREET, FORT,

In reply refer to.....

BOMBAY 15th March 193 7

Dear Mr.Ramanathan,

Enclosed is a copy of my letter of date to Mr.Palekar, the Secretary, which speaks for itself. I am sorry I am not able to write to you at great length at present. I wonder whether you are likely to come this side in the near future. I propose to go to Bangalore and Mysore about the middle of April when I shall be able to leave my sister and her family who are at present heartbroken.

With kind regards,

Yours sincerely,

Encl. 2.

A.V.Ramanathan, Esqr., B.A.,
Bangalore.

15th March 7

Dear Mr.Palekar,

Owing to the death of Mr.Sirur, a difficulty has risen in the matter of operating the Banking account of Sri Krishnarajendra Mills with the Eastern Bank. At present Mrs.Sirur is the only surviving partner in the Firm of N.Sirur & Co., the Managing Agents of the Mills. She is taking steps to take me (V.N.Chandavarkar) in the partnership and when that is done, there will be no difficulty. But in the meantime, the Eastern Bank say that they are not able to allow ~~Mr.Chandavarkar~~ he to operate on the account, until a suitable Board Resolution is obtained. The account was hitherto operated upon by Mr.Lajmi also as an attorney of the Firm of N.Sirur & Co., but the Power of Attorney in his case also has become inoperative. It is therefore necessary to call an urgent meeting of the Board to get a Resolution passed as per enclosed copy which has been suggested by the Eastern Bank, and you will please forward to us a true copy (certified by the Chairman) of the Resolution for being forwarded to the Eastern Bank.

As regards the Meeting which we had

requested you to call on the 5th or 6th of April, you please postpone it to a later date. I expect to be in Bangalore and Mysore about the middle of April when we shall fix the date.

Yours sincerely,
(sd) V. N. Chandrasekhar

Encl.

B. G. Palekar, Esqr.,
Mysore.

Copy to A. V. Ramanatha Esq.

DRAFT. Mysore, dated-

for perusal of Mr. A.V. Ramanatha.

The Manager,
The Eastern Bank, Ltd.

Sir,

We beg to inform you that at a Meeting of Directors of the..... Company, Limited, held at ..... on the ..... day of ..... 19.., it was resolved:-

"That the Bombay Branch of The Eastern Bank, Limited, be and hereby are authorised and requested to pay all cheques purporting to be drawn on behalf of the Company, and to debit the same to the account kept with them by the said Company, whether such account be in credit or otherwise; provided the said cheques are signed on behalf of the mills by Mr. V.N.Chandavarkar and/or Mr. R.A.Lajmi, and that they be advised in writing of all changes which may take place in the same from time to time; that a copy of this resolution be furnished to the said Branch Bank, and that it remain in force until the receipt by the said Branch Bank of a copy of a resolution to be passed by the said Company rescinding the same".

On behalf of the Company we agree to comply with and be bound by the Bank's rules for the conduct of such accounts.

Chairman.

Secretary.

2 DFS

Appendix F. G.–1]

SUBJECT

No. 6311/GF Section.

31. 3. 1937 File No.

Serial No.

No. Urgent & Confd?

To

The Chairman: S. A. Rail
Arakkonam
Bdg.

Sir,

Arakkonam to be ~~Consigned~~ last portion of ~~Waiting Order~~ your D.O No. 399 & 25.3.37 in the matter of legal consequences of the death of Mr. D. N. Sircar & his Consequential arrangements in the Managing Agency ~~to be~~ I am directed to [Enquire] ~~Govt Desire to Know~~ if the firm of Messrs Sircar & Co stands to have Comprised of Mr. Sircar & Mrs. Sircar as partners in January 193 was differently Constituted at

Diary No. of letter replied to

General and Revenue Secretariat.

( )

the 193 .

Date of issue 31. 3. 37

Signed by Mr S. Shanmanna

List of enclosures

Copied by

Examined by

the terms of Mr Sivan's death, & if so who the partners were at the time.
This information may readily be obtained & furnished.

~~The Law Dept also wants to peruse~~ I am also to request that a copy of the Agreement of Partnership relating to the Firm of Messrs Sivan & Co as it existed at the time of Mr Sivan's death. ~~A Copy of the Agreement may be required for reference on this appn~~

Gott

I am directed to state that the Law Secn requires a copy

to enable to give an opinion in the matter. I request that the same may be furnished also

Yours etc.

30/3

W 29/3

29/3

URGENT &
CONFIDENTIAL.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 31st March *193*7.

No. 631/41F

From

The *Financial Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Chairman,
Sri Krishnarajendra Mills, Ltd.,
Asiatic Buildings, Bangalore.

Sir,

With reference to the last portion of your D.O. letter No. 399 dated 25th March 1937 in the matter of the legal consequences of the death of Mr.D.N.Sirur, I am directed to state that the Law Section requires a copy of the Agreement of partnership relating to the Firm of Messrs: Sirur and Co., to enable to give an opinion in the matter. I request that the same may kindly be obtained and forwarded early.

I have the honour to be,
Sir,
Your most obedient servant,

31/3

Financial Secretary to Government.

D.O. Letter No.416/36-37/Enclosure one note., dated Bangalore, 3-4-1937 from the Chairman, Sri Krishnarajendra Mills Ltd., to the Financial Secretary to Government, Bangalore.

With reference to your letter No.Fi.6311/G.F. dated the 31st March 1937 and in continuation of my letter No.413 dated the 2nd April 1937, I send enclosed a tentative note prepared on the questions arising out of the demise of Mr.D.N.Sirur, in connection with the Sri Krishnarajendra Mills Agency, and request that the validity of the opinion given in this note in respect of each of these points may kindly be considered and the correct legal position indicated to me for guidance at the meeting of the Board of Directors proposed to be held on Sunday the 11th April 1937.

"Copy."

S. Channarao

Immediate.

Copy to Law Section for opinion.

3.4.37

Note.

Questions.

"1. The legal effect on the Agency Agreement, of the demise of Mr. D. N. Sirur.

2. What the exact effect of clause 1 of the Agreement is, now that Mrs. Sirur is the sole surviving member of the firm.

3. What the exact effect of clause 11 is.

4. What the exact procedure to be adopted by the Company is, in regard to the proposal to include Mr. V. N. Chandavarkar in the firm of Messrs. Sirur and Co.

Question 1.-

"The demise of Mr. D. N. Sirur automatically dissolves the firm of M. Sirur and Co., according to law unless there is an agreement to the contrary between the partners of that firm. If there is an agreement between the partners for the automatic succession of a person to the deceased partner, then the firm continues, the partners of such firm being the surviving partner and the successor to the deceased partner. But if there is no such provision, then the partnership is dissolved and the surviving sole partner cannot claim to be the firm, for the reason that a partnership implies more than one person and the partners are collectively called a 'Firm". If the firm is dissolved as indicated above, the managing agency agreement ipso facto comes to an end.

Question No. 2.-

"The Managing Agency Agreement is between the Company and the firm of M. Sirur and Co., as stated in the preamble to the agreement and all the succeeding clauses. The agreement is not between the company and persons constituting the firm of M. Sirur and Co., in their individual capacity apart from their character as members of the firm. Relying upon the expression 'the person or persons for the time being constituting the said firm of M. Sirur and Co.," used in clause 1 of the agreement, it

it cannot be said that Mrs. Sirur alone now constitutes the firm of N. Sirur and Co., because, as already stated, a single person cannot constitute a partnership firm. Hence the wording of clause 1 of the Agreement cannot have the effect of continuing the firm of N. Sirur and Co., as a firm with Mrs. Sirur as the sole surviving partner.

Question No. 3.-

"Clause 11 of the Agreement applies to the case where the firm of N. Sirur and Co., is not dissolved but becomes constituted differently by the change in the personnel of the partnership firm. That clause does not apply to a case where the firm is dissolved by operation of law.

Question No. 4.-

" If Mrs. Sirur takes Mr. J. N. Chandavarkar as a partner and calls the firm by the old name of N. Sirur and Co., the firm thus constituted cannot be said to be the old firm of N. Sirur and Co., which entered into the managing agency agreement with the company or a continuation of that firm, because with the death of Mr. D. N. Sirur, the contracting firm of N. Sirur and Co., became dissolved. If the Company is willing to give the managing agency to the firm to be newly constituted by Mrs. Sirur, the Articles of Association should be amended to enable the Company to enter into such agreement and in pursuance of such newly acquired power enter into a fresh agreement."

"Copy."

TELEGRAMS:- "SRIKMILS," MYSORE.
TELEPHONE:- MYSORE 266.

CODES:
"A.B.C. 5TH & 6TH EDITIONS"
"BENTLEYS" & "PRIVATE"

SRI KRISHNARAJENDRA MILLS, LTD.,

N. SIRUR & Co.,
AGENTS.
TELEGRAMS:- "CHAMUNDI,"
(BOMBAY & BANGALORE)
TELEPHONE:- { BOMBAY. 22947.
{ BANGALORE. 365.

(REGISTERED IN MYSORE)
OFFICE OF THE
SECRETARY TO COUNCIL.

In reply refer to 3 of 37
6.9.42

BANGALORE ROAD

MYSORE 193

D.O.No.416/36-37.
Enc. 1 note.

Bangalore, 3rd April 1937.

DEWAN'S OFFICE
7 APR. 1937
No. 4269

2nd ?
Others)
Lawyer
see he wishes
to have
opinion
re
3/4

My dear Shamanna

With reference to your letter No.Fl.6311/GF. dated 31st March 1937 and in continuation of my letter No.413 dated 2nd April 1937, I send enclosed a tentative note prepared on the question arising out of the demise of Mr. D.N. Sirur, in connection with the Sri Krishnarajendra Mills Agency, and request that the validity of the opinion given in this note in respect of each of these points may kindly be considered and the correct legal position indicated to me for guidance at the meeting of the Board of Directors proposed to be held on Sunday the 11th April 1937.

Yours sincerely
B Jayaramachar

This may be done.

~~This is accompanied by a note prepared by the Secretary to the Board of Directors of the Sri Krishnarajendra Mills Co. Ltd.~~

Rajaseva Nipuna
S. Shamanna, Esq., B.A.,
Financial Secretary to
Government, Bangalore.

3/4/37

M 9
6-4-37

N O T E.

Questions.

" 1. The legal effect on the Agency Agreement, of the demise of Mr. D.N. Sirur.

2. What the exact effect of Clause 1 of the Agreement is, now that Mrs. Sirur is the sole surviving member of the firm.

3. What the exact effect of Clause 11 is.

4. What the exact procedure to be adopted by the Company is, in regard to the proposal to include Mr. V.N. Chandavarkar in the firm of Messrs. Sirur & Co.

Question 1.

" The demise of Mr. D.N. Sirur automatically dissolves the firm of N. Sirur & Co., according to law unless there is an agreement to the contrary between the partners of that firm. If there is an agreement between the partners for the automatic succession of a person to the deceased partner, then the firm continues, the partners of such firm being the surviving partner and the successor to the deceased partner. But if there is no such provision, then the partnership is dissolved and the surviving sole partner cannot claim to be the firm, for the reason that a partnership implies more than one person and the partners are collectively called a "firm". If the firm is dissolved as indicated above, the managing agency agreement ipso facto comes to an end.

Question 2.

" The Managing Agency Agreement is between the Company

Company and the firm of N. Sirur & Co., as stated in the pre-amble to the agreement and all the succeeding clauses. The agreement is not between the Company and persons constituting the firm of N. Sirur & Co., in their individual capacity apart from their character as members of the firm. Relying upon the expression "the person or persons for the time being constituting the said firm of N. Sirur & Co" used in Clause 1 of the Agreement, it cannot be said that Mrs. Sirur alone now constitutes the firm of N. Sirur & Co., because, as already stated, a single person cannot constitute a partnership firm. Hence the wording of Clause 1 of the Agreement cannot have the effect of continuing the firm of N. Sirur & Co., as a firm with Mrs. Sirur as the sole surviving partner.

Question 3.

" Clause 11 of the Agreement applies to the case where the firm of N. Sirur & Co., is not dissolved but becomes constituted differently by the change in the personnel of the partnership firm. That clause does not apply to a case where the firm is dissolved by operation of law.

Question 4.

" If Mrs. Sirur takes Mr. V.N. Chandavarkar as a partner and calls the firm by the old name of N. Sirur & Co., the firm thus constitued cannot be said to be the old firm of N. Sirur & Co., which entered into the managing agency agreement with the Company or a continuation of that firm, because with the death of Mr. D.N. Sirur the contracting firm of N. Sirur & Co., became dissolved. If the Company is willing to give the managing agency to the firm to be newly constituted by Mrs. Sirur, the Articles of Association should be amended to enable the Company to enter into such agreement

agreement and in pursuance of such newly acquired power enter into a fresh agreement."

Extract
3.4.37

TELEGRAMS:- "SRIKMILS," MYSORE
TELEPHONE:- MYSORE 268.

CODES:
A.B.C 5TH & 6TH EDITIONS
BENTLEYS " & PRIVATE "

SRI KRISHNARAJENDRA MILLS, LTD.,

(REGISTERED IN MYSORE)

N. SIRUR & Co.,
AGENTS.
TELEGRAMS:- "CHAMUNDI,"
(BOMBAY & BANGALORE)
TELEPHONE:- BOMBAY. 22947.
BANGALORE. 365.

In reply refer to

BANGALORE ROAD

MYSORE 193

No. 429/36-37.

Bangalore, 10th April, 1937.

3860
13 APR. 1937

To

Rajaseva Nipuna
S. Shamanna, Esq., B.A.,
Financial Secretary to Government,
Bangalore.

Sir,

In reply to your letter No. Fl.6311/GF. dated 31st March 1937, I have the honour to state that the relavent extracts from the Agreement of Partnership relating to the firm of Messrs. N. Sirur & Co., of 1915, and also a copy of the new Deed of Partnership relating to the same firm between Mrs. Sirur and Mr. V.N. Chandavarkar, have been handed to you in person yesterday.

I have the honour to be,
Sir,
Your most obedient servant,

Chairman.

AVR:KS)

Send to the Chairman.

9.4.37

To get opinion of Lawyer in 10/4/37.

THIS INDENTURE made the fifth day of April One thousand nine hundred and thirty-seven BETWEEN SUNDRABAI DATTATRAYA SIRUR of the one part and VITHAL NARAYAN CHANDAVARKAR of the other part WHEREAS these presents are supplemental to a Deed of Partnership (hereinafter called "the Principal Agreement") dated the thirty-first day of March One thousand nine hundred and fifteen constituting the firm of N. Sirur & Co. (hereinafter referred to as "the said Firm") and made between the late Dattatraya Narayan Sirur of the one part and the said Sundrabai Dattatraya Sirur of the other part WHEREAS the said Dattatraya Narayan Sirur died on the eleventh day of March One thousand nine hundred and thirty-seven without having exercised the powers conferred upon him by Clause 11 of the Principal Agreement AND WHEREAS no son of the withinnamed Dattatraya Narayan Sirur at present complies with the conditions contained in Clause 11 as aforesaid and accordingly in pursuance of the powers conferred upon her under Clause 11 of the Principal Agreement the said Sundrabai Dattatraya Sirur upon the death of the said Dattatraya Narayan Sirur forthwith admitted the said Vithal Narayan Chandavarkar as a partner with her in the said Firm and WHEREAS the said Firm are the Agents or the Managing Agents of the Sri Krishnarajendra Mills Limited a company incorporated in Mysore State and as from eleventh day of March One thousand nine hundred and thirty-seven the said Vithal Narayan Chandavarkar has as a member of the said Firm attended to and transacted business and entered into obligations on behalf of the said Firm as the Agents or Managing Agents of the said Sri Krishnarajendra Mills Limited AND WHEREAS it is desired to record the terms upon which the said Vithal Narayan Chandavarkar was admitted as a partner as aforesaid.

NOW IT IS HEREBY AGREED as follows:-

1. As on and from the eleventh day of March One thousand nine hundred and thirty-seven the said Sundrabai Dattatraya Sirur and the said Vithal Narayan Chandavarkar shall be and remain partners in the trade or business of merchants, mill agents and commission agents, carried on by the said firm.

2. The said Vithal Narayan Chandavarkar shall be a working partner and has no present interest in the capital and assets of the said Firm but he shall be entitled to such share in the profits of the said Firm as may from time to time be mutually agreed in writing.

3. All the provisions of the Principal Agreement shall remain in full force and effect in so far as they are applicable with due regard to the death of the said Dattatraya Narayan Sirur.

4. The Partnership hereby constituted shall continue until dissolved by either party giving to the other party six months' notice in that behalf.

5. The said Sundrabai Dattatraya Sirur on behalf of herself and the said Firm hereby expressly ratifies confirms and adopts all and whatsoever the said Vithal Narayan Chandavarkar may have done or caused to be done since the eleventh day of March One thousand nine hundred and thirty-seven on behalf of the said firm as the Agents or Managing Agents of the Sri Krishnarajendra Mills Limited.

IN WITNESS whereof the parties hereto have hereunto set their hands and Seals the day and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed SUNDRABAI DATTATRAYA SIRUR in the presence of:- } Sd/- Sundrabai D. Sirur.

Sd/-
Solicitor, Bombay.

SIGNED SEALED and DELIVERED by the abovenamed VITHAL NARAYAN CHANDAVARKAR in the presence of: } Sd/-V.N.Chandavarkar.

THIS INDENTURE made the thirty-first day of March one thousand nine hundred and fifteen BETWEEN DATTATRAYA NARAYAN SIRUR of Bombay Hindu Inhabitant of the one part and SUNDRABAI DATTATRAYA SIRUR the wife of the said Dattatraya Narayan Sirur also of Bombay Hindu Inhabitant of the other part.

11. THE said Dattatraya Narayan Sirur shall have power by his Will or by any writing under his hand to appoint some person or persons who shall in the event of his death or becoming incapable for work be admitted into the partnership as a working partner or partners and the said Sundrabai Dattatraya Sirur shall immediately after the death or incapacity of the said Dattatraya Narayan Sirur as the case may be admit his nominee or nominees as a partner or partners in the said firm on such terms and conditions as the said Dattatraya Narayan Sirur may have set out in his Will or such writing as aforesaid or in default of such directions upon such terms and conditions as may be mutually agreed upon between the said Sundrabai Dattatraya Sirur and such nominee or nominees PROVIDED ALWAYS that in the event of no persons being nominated by the said Dattatraya Narayan Sirur to join the partnership as a working partner as aforesaid or in case any person or persons nominated by the said Dattatraya Narayan Sirur shall decline to act as such partner or partners the said Sundrabai Dattatraya Sirur shall immediately upon the death of the said Dattatraya Narayan Sirur or upon his becoming physically incapable as aforesaid unless the sons or one of the sons of the said Dattatraya Narayan Sirur shall have then attained majority and in the opinion of the said Sundrabai Dattatraya Sirur

shall be competent and suitable to be admitted into the said Firm appoint some competent and respectable person or persons as such working partner or partners upon such terms and conditions as she shall in her discretion think fit but in making any such appointment or appointments the aggregate shares of the persons taken as working partners shall not exceed six sixteenths of the net profits of the said business and the said Dundrabai Dattatraya Sirur shall reserve to herself the absolute right to introduce into the said firm the sons or son of the said Dattatraya Narayan Sirur as and when they or he shall attain the age of twenty one years which right also the said Dundrabai Dattatraya Sirur shall reserve to herself in arranging terms with any nominee or nominees of the said Dattatraya Narayan Sirur in case he shall have omitted to give directions as to the terms and conditions of the admission of his nominee or nominees.

12. IF at the date of the death of the said Dattatraya Narayan Sirur or at the time of his becoming physically incapable as aforesaid his sons or one of his sons shall have attained the age of twenty one years they or he shall if the said Sundrabai Dattatraya Sirur shall considerthem ~~mf~~ or him competent and suitable to be admitted as partners or a partner in the firm be admitted into the partnership upon such terms as to partic-ipation in the profits as the said Dattatraya Narayan Sirur shall ~~be~~ by his Will or such writing as aforesaid direct and failing any such direction upon terms that the share of the profits of the said business to which the said Dattatraya Narayan Sirur would have been entitled if he had been living and remained a partner shall form a provision for all the sons of the said Dattatraya Narayan Sirur it being the intention that each of such sons if in the opinion of the said Sundrabai Dattatraya Sirur competent and suitable to bec-ome a partner in the said Firm shall be admitted as a partner therein as and when he shall

attain the age of twenty one years and shall become entitled to his portion of the said share in the profits of the said firm of the said Dattatraya Narayan Sirur upon their or his binding themselves of himself as the case may be to give their or his whole time and attention to the conduct and management of the said business and to do their or his best to promote the interests thereof and not to be engaged in any other business detrimental or likely to be detrimental to the business of the said firm.

13. UPON the admission into the said firm of any person or persons as a working partner or partners as aforesaid whether nominated by the said Dattatraya Narayan Sirur or appointed by the said Sundrabai Dattatraya Sirur or upon the admission of the sons or any of the sons of the said Dattatraya Narayan Sirur ~~mrxthexxk~~ he or they respectively shall on being so admitted enter into a proper engagement by deed to abide by and perform the stipulations and agreements of these presents so far as the same shall be applicable to him or them respectively and such deed or deeds shall be applicable to him or them respectively and such deed or deeds shall contain all such other provisions as may be necessary or proper to give effect to the intentions hereinbefore expressed and to the terms agreed to by the said Sundrabai Dattatraya Sirur at the time.

14. The death of the said Dattatraya Narayan Sirur shall not dissolve the said firm but the same shall be carried on under the provisions hereinbefore contained.

C.F 145-36-6

In reply please quote reference to No. 833/Loans.

Encls. 3. (True).

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

Bangalore, dated 9th April *193 7.*

FROM

A. N. RAGHAVACHAR, ESQ., M.A.,
Comptroller to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

FINANCIAL SECRETARY 13 APR.

TO

Rajasevanipuna
S.Shamanna,Esq.,B.A.,
Financial Secretary to Government,
Bangalore.

3693
14 APR.
3893

SIR,

Subject:- Second personal Deposit account of Sri Krishnarajendra Mills,Ltd.,Mysore.

Advertin- to C.O.No.Fl.3508-11/C.F.145-36-3 dated 26th November 1936 ordering that the Second Personal Deposit Account of the Mills will be operated upon by the Managing Agents of the Sri Krishnarajendra Mills against Bills countersigned by the Agents at Bombay, I have the honour to forward herewith the copy of letter No.4508 dated 6th April 1937 received from the Secretary Sri Krishnarajendra Mills,Ltd. Mysore together with a copy of its enclosure requesting that the Deputy Commissioner Treasury Department, Mysore may be authorised to honour the cheques drawn on the Personal Deposit Account by Mr.V.N. Chandavarkar signed on behalf of the Mills and my reply to them in the matter.

The Deputy Commissioner, Treasury Department, Mysore, has been requested to honour provisionally bills signed by Mr.V.N.Chandavarkar pending orders of Government, so that the Mills may not be inconvenienced in the meantime.

I have the honour to be
Sir,
Your most obedient servant,

Comptroller.

7.4.37

The file is submitted separately.
If approved, Sri Compt may be informed that he may continue as at A pending further orders of Govt.
Draft proceedings.

Fl Secy

Put up f.o. dated 28.4.36. Refers to above

Please see the connected file

Fl Secy

Seems. Means this is ratified by the final arrangement under which the firm continues with ... as partners

Letter No.3[illegible] dated 3rd April 1937 from the Agent, Sri Krishnarajendra Mills, Ltd., Bombay to the Treasury Officer Mysore District Treasury, Mysore.

We beg to inform you that at a Meeting of Directors of Sri Krishnarajendra Mills, Ltd., held at the Mill premises in Mysore on the 31st day of March 1937, it was resolved:-

"Pending further arrangements, resolved that the Treasury Officer, Mysore District Treasury, be and hereby is authorised and requested to pay all cheques purporting to be drawn on behalf of Sri Krishnarajendra Mills, Ltd., and to debit the same to the account kept with them by the said Mills provided the said cheques are signed on behalf of the Mills by Mr.V.N.Bhandavarkar, that a copy of this Resolution be furnished to the said Treasury, and that it remain in force until the receipt by the said Treasury of a copy of a Resolution to be passed by the said Mills rescinding the same"

On behalf of the Company, we agree to comply with and be bound by the Treasury's rules for the conduct of such accounts.

We enclose herein 2 specimen signature forms re. personal deposit account.

Copy

S. Krishnan 9/4/37
for Asst. Comptroller
9.4.37

Letter No.4508 dated 6th April 1937 from the Secretary Sri Krishnarajendra Mills,Ltd., Mysore to the Comptroller to Government of Mysore, Bangalore.

Re. Second Personal Deposit accounts at the District Treasury, Mysore.

With reference to your letter No.419/Loans dated 2-12-36 forwarding a copy of your letter No.418 of the same date addressed to the Deputy Commissioner, Treasury Department, Mysore, we beg to enclose a copy of a letter addressed by us to the Treasury Officer, Mysore District Treasury countersigned by our Chairman Mr.A.V. Ramanathan, communicating to the said officer a Resolution of our Board of Directors to the effect that the Treasury officer is authorised and requested to pay cheques signed on behalf of the Mills by Mr.V.N.Chandavarkar.

We request you to be so good as to authorise the Treasury Officer, to honour the cheques drawn on our personal Deposit accounts by Mr.V.N.Chandavarkar signed on behalf of the Mills and intimate us of your having done so as we have to draw upon the accounts.

Thanking you,

Copy

S. Krishnan 9/4/37
for Asst. Comptroller

9.4.37

"Copy"

In reply please quote reference to No. 831/Loans

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT
OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Bangalore, dated 10th April *1937.*

FROM

A. N. RAGHAVACHAR, ESQ., M.A.,
Comptroller to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

To
The Deputy Commissioner,
Treasury Department,
Mysore.

SIR,

In continuation of this office letter No.448/Loans dated 2-12-1936 regarding the operation by the Sri Krishnarajendra Mills Limited, Mysore, against second Personal Deposit account in your Treasury, I have the honor to state that until further instructions cheques signed by Mr. V.N.Chandravarkar on behalf of the Mills may be honoured in accordance with letter No.4324 dated 3rd instant addressed to you by the Mills.

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- S. Raghavachar

For Comptroller

Copy of the above is forwarded for information to the Secretary, Sri Krishnarajendra Mills, Ltd, Mysore, with reference to his letter No.4508 dated 6th instant. But it is requested that the exact position occupied by Mr. V.N. Chandavarkar may be kindly intimated. According to the Government order of 28-11-36 the cheques have to be signed by the Managing Agents of the Mills and countersigned by the Agents at Bombay. If this arrangement has to be modified, necessary orders of Government may kindly be obtained in the matter very early. The authorisation has however been made tentatively so that no inconvenience may be felt by the Mills.

(Sd) S. Raghavachar,
For Comptroller.

10/4/37

"Copy" 10/4/37

for Asst. Comptroller.

MYSL

G.7 145-36-7

In reply please quote reference to No. 877/Loans
Encls. Two.

RECEIVED 5 MAY 1937 GENL. BRANCH SECTT. Bangalore

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

Bangalore, dated 3rd May 1937.

FINANCIAL SECTION

FROM

A. N. RAGHAVACHAR, ESQ., M.A.,
Comptroller to the Government of
His Highness the Maharaja of Mysore.
Bangalore.

To

Rajaseva Nipuna
S. Shamanna Esq., B.A.,
Financial Secretary to the Government of Mysore,
Bangalore.

SIR,

389 ✓

In continuation of my letter No.833/Loans dated 8-4-37 regarding the operation of the Second Personal Deposit account of the Sri Krishnarajendra Mills Ltd with the Mysore District Treasury on cheques signed by Mr. V.N. Chandravarkar on behalf of Messrs.N. Sirur & Co., as Managing Agents of the Mills, I have the honor to forward herewith for the information and orders of Government copies of the marginally noted communications received from the Secretary to the Agents and my reply No.874-875 dated 3rd May 37 in the matter.

(1) Letter No.4829 dated 14-4-1937
(2) " 5072 " 19-4-1937
from the Secretary to the Agents Sri Krishnarajendra Mills Ltd.

Revised instructions to authorise Mr. Chandravarkar to draw monies from the Mysore District Treasury by means of cheques signed in the name of the firm of Managing Agents instead of in his own name will be issued on receipt of further information called for on some of the relevant points. In the meantime, there is no difficulty for the Agents to draw their requirements since tentative instructions have already been issued to the Treasury in my letter No.831/Loans dated 9-4-1937.

Kindly quote File D.4279.

I have the honor to be,
Sir,
Your most obedient servant,

A. N. Raghavachar
Comptroller

Letter No.4829 dated 14-4-1937 from Sri Krishnarajendra Mills Ltd., Mysore, to the Comptroller to the Government of Mysore, Bangalore.

=======

Re. Personal Deposit Accounts of Sri Krishnarajendra Mills Ltd., at the District Treasury, Mysore

---

With reference to your No.832/Loans of the 9th instant requesting that the exact position occupied by Mr. V.N. Chandavarkar may be intimated to your goodself, we beg to inform you that Mr. V.N.Chandavarkar is a member of the Agents firm at Bombay.

We give below copy of a resolution passed at a meeting of the Board of Directors held on the 11th instant:

> "The Secretary read the letter dated 7-4-37 from the partners of N. Sirur & Co., intimating the appointment of Mr. V.N.Chandavarkar a member of the Firm as ex-officio Director. The deeds of partnership agreement of the firm of Messrs.N. Sirur & Co., dated 31-3-1915 and 5-4-37 were placed on the table."
>
> "Resolution - Recorded that Mr. V.N.Chandavarkar takes his seat on the Board of Directors as ex-officio Director."
>
> "The Comptroller and the Eastern Bank Ltd., Bombay may be informed that Messrs. N. Sirur & Co., will operate on the Mills' accounts as before."

We shall be obliged if you will kindly intimate the Treasury Officer, Mysore District Treasury, to honor the cheques signed by Mr. V.N. Chandavarkar whose specimen signature is being forwarded to the Treasury Officer, Mysore District Treasury, from this end.

=====

Letter No.5072 dated 19-4-37 from Sri Krishnarajendra Mills Ltd, Mysore, to the Comptroller to the Government of Mysore, Bangalore.

Adverting to your Memo No.13/Loans dated 16-4-37 requesting us to obtain orders of Government regarding cheques signed by Mr. V.N.Chandavarkar, we beg to invite your reference to our

letter No.4829 dated 14-4-37 in which we have clearly stated that Mr. V.N. Chandavarkar is a member of the Agents' firm of Messrs. N. Sirur & Co.

According to Clause 1 of the Agency Agreement Messrs. N. Sirur & Co., are the Agents who under Clause 5 of the same Agreement are authorised to operate on the accounts of the Sri Krishnarajendra Mills Ltd. Hence, all that may be required is an intimation to the Treasury as to who will operate on the Personal Deposit accounts, and to enclose specimen signatures. As Mr. V.N.Chandavarkar signs as Mana ing Agents which fact has been endorsed in the Board Resolution already submitted to you, the tentative arrangement which you had permitted in your letter No.831/Loans dated 9-4-37 addressed to the Treasury Officer and for which you required us to obtain sanction of Government, is no longer necessary. We have already sent to the Treasury Officer, Mysore District Treasury, specimen signature of N. Sirur & Co signed by Mr. V.N.Chandavarkar and we request you to issue necessary instructions to the Treasury officer to honor cheques signed by N.Sirur & Co., as usual, to enable us to draw on the account in question which presently cannot be drawn on for meeting bills in respect of Weaving Shed.

Copies "

S. Krishna
Superintendent
Mysore

In reply please quote reference to No. ....874-875/Loans.

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

Bangalore, dated.....3rd May.....*193* 7.

FROM

A. N. RAGHAVACHAR, ESQ., M.A.,
Comptroller to the Government of His Highness the Maharaja of Mysore,
Bangalore.

TO

The Secretary,
Sri Krishnarajendra Mills,Ltd.,
Mysore.

SIR,

Referring to correspondence resting with your letter No.5072 dated 19-4-1937 in the matter of operating upon on the second personal Deposit account of the Sri Krishnarajendra Mills in the Mysore District Treasury, I have the honour to state that under the tentative instructions already given by me to the Treasury in my letter No.831/Loans dated 9-4-1937 the funds required to recoup the expenditure incurred on the Weaving Shed can be drawn on cheques signed by Mr.V.N.Chandavarkar in his own name for and on behalf of the Managing Agents' Firm and supported by bills countersigned by the Agents at Bombay as before. To avoid inconvenience the above tentative procedure under which Mr.V.N.Chandavarkar is required to sign his own name for the Agents may be followed for immediate requirements by sending proper specimens of his signature. If it is intended that he should be authorised to sign on cheques not his own name but the name of the Agent's Firm as N.Sirur & Co., revised instructions will be issued in due course on receipt of further information on some points which are not clear as copies of the new Partnership Deed and the revised Managing Agency Agreement and of the relevant Board resolutions in extenso have not been made available to me. These may if convenient be made available for my reference in the matter.

It is seen from your letters Nos.4829 dated 14-4-1937 and 5072 dated 19-4-1937 that under clauses 1 and 5 of the Agency agreement, and the Board resolution of 11-4-1937 that Messrs. N.Sirur & Co., continue

as

as Managing Agents of the Sri Krishnarajendra Mills and are authorised to operate on the accounts of the Mills. But whether formal orders of Government recognizing the continuance of the Managing Agency of the Firm as reconstituted after the demise of Mr. Sirur and approving the revised Agency agreement have been or are being obtained is not stated. Definite information on this point may be furnished with the names of all the partners.

Secondly, it is also seen from your above references and the Board resolutions as extracted therein that Mr.V.G.Chandavarkar, a member of the Partnership Firm of the Managing Agents is appointed by them as Ex-officio Director and accepted as such by the Board of Directors. But whether he has been formally invested with the full powers of the Partnership and of their Managing Agency and duly authorised to sign cheques and bills in their name as Managing Agents is not clear either from your references or from the resolutions extracted therein. Definite information on the above point may kindly be furnished immediately with relevant extracts of the Deed, Agreement and Board Resolutions to enable me to revise the instructions issued.

If it is intended that Mr.Chandavarkar should sign the name of the Managing Agents on cheques drawn on the Mysore District Treasury, who countersigns the supporting bills on behalf of the Agents at Bombay as required by the terms of operation of the Deposit Account may also be kindly stated.

I have the honour to be
Sir,
Your most obedient servant,

Sd. A.N.Raghavachar,
Comptroller.

S. Krishnan
~~Supdt~~ Superintendent 3/5/37

KR)

TELEGRAMS:- "SRIKMILS," MYSORE.
TELEPHONE:- MYSORE 266.

CODES:
"A.B.C. 5TH & 6TH EDITIONS"
"BENTLEYS" & "PRIVATE"

SRI KRISHNARAJENDRA MILLS, LTD.,

(REGISTERED IN MYSORE)

N. SIRUR & Co.,
AGENTS.
TELEGRAMS:- "CHAMUNDI,"
(BOMBAY & BANGALORE)
TELEPHONE:- { BOMBAY, 22947.
BANGALORE, 365.

In reply refer to

FINANCIAL SECRETARY
25 MAR
No.

BANGALORE ROAD

MYSORE 193

D.O.No. 399/Exc.4.

Bangalore, 25th March 1937.

3540
25 MAR 1937

My dear Shamanna,

In continuation of my letter dated 12th March 1937 reporting the death of Mr. D.N. Sirur, I send herewith 3 letters received from Mr. V.N. Chandavarkar on behalf of N. Sirur & Co., regarding the operation on the account of Sri Krishnarajendra Mills in the Eastern Bank, Bombay, advances to the Mills in the meantime, and the future conduct of work by Mr. Chandavarkar in place of Mr.Sirur.

As regards the first item, the Board of Directors at the meeting held on 21st March 1937, have adopted a resolution as per amended copy (enclosed), authorising Mr. Chandavarkar to draw cheques on the Eastern Bank and the Mysore District Treasury.

As regards advances, I have informed Mr.Chandavarkar that I hope that in view of this resolution, advances would be unnecessary, but that if still they are necessary they may be made in the name of N. Sirur & Co., by Mrs. Sirur rather than by Messrs. N. Sirur & Co., Ltd., or other party.

G.7145-35-8(a)

FINANCIAL BRANCH
7 MAY 1937
GENL. & REV. SECT.

TELEGRAMS: "SRIKMILS," MYSORE
TELEPHONE: MYSORE 268.

CODES: A.B.C. 5TH & 6TH EDITIONS " BENTLEYS " & " PRIVATE "

SRI KRISHNARAJENDRA MILLS LTD.

(REGISTERED IN MYSORE)

N. SIRUR & CO.,
AGENTS.
TELEGRAMS: "CHAMUNDI."
(BOMBAY & BANGALORE)
TELEPHONE: BOMBAY. 22947.
BANGALORE. 365.

In reply refer to .....

FINANCIAL SECRETARY
7 MAY
No.....

BANGALORE ROAD

MYSORE 193

D.O. No. 478/36-37
4 Enclosures.

Bangalore, 6th May, 1937.

I send herewith, for the kind information of Government, Comptroller's letter No.876/Loans. dated 3rd May 1937 forwarding to me, for needful action, a copy of his letter No.874-875 of the same date addressed to the Secretary to the Agents of the Sri Krishnarajendra Mills Ltd., Mysore, regarding the operation of the second Personal Deposit account of the Mills in the Mysore District Treasury. The Comptroller raised in that letter the question whether the formal orders of Government have been or are being obtained recognising the continuance of the Managing Agency of the firm as reconstituted after the demise of Mr. D.N. Sirur, and approving the revised Agency Agreement.

I request a reference in this connection to correspondence ending with my letter No.428/36-37 dated 10th April 1937. The Agreement of Partnership relating to the firm of N. Sirur & Co., of 1915 and the new Deed of Partnership relating to the same firm between Mrs. Sirur and Mr. V.N. Chandavarkar, read with the Agency Agreement, render any fresh agreement for the continuance of the Agency unnecessary. The need for a revised

revised Agency Agreement or for its approval by Government, as suggested by the Comptroller, does not therefore arise. The Agency ~~firm of~~ conferred on Messrs. N. Sirur & Co., continues operative even after Mr. D.N. Sirur's death and by virtue of the subsequent Deed of Partnership between Mrs. Sirur and Mr. V.N. Chandravarkar, Mr. V.N. Chandavarkar becomes as much a partner of the Agency firm as Mr. D.N. Sirur was, and the latter agreement makes it clear also that Mr. V.N.Chandavarkar is to be the working partner of the firm. This was recognised by the Board in consultation with the legal advisers and recorded by the Board Resolution of 11th April 1937.

Copy of the Minutes of Proceedings and Resolution referred to and also a spare set of the extract from the Partnership Deed of 1915 and copy of the Partnership Deed of 5th April 1937 are sent herewith, for reference.

I request that/necessary instructions may kindly be issued to the Comptroller to take action on the letter of the Secretary.

If, however, it is considered necessary that an order of Government should be issued, I request that the necessary order may be issued to the Comptroller.

Yours Sincerely

Rajaseva Nipuna
S. Shamanna, Esq., B.A.,
Financial Secretary to
Government, Bangalore.

AVR:KS)

Extract from the Proceedings of the Board Meeting of Directors of Sri Krishnarajendra Mills Ltd., held at Mysore on the 21st March 1937.

Resolution.-"Pending further arrangements, resolved that the Treasury Officer, Mysore District Treasury, and the Bombay Branch of the Eastern Bank, Ltd., be and hereby are authorised and requested to pay all cheques purporting to be drawn on behalf of Sri Krishnarajendra Mills, Ltd., and to debit the same to the account kept with them by the said Mills provided the said cheques are signed on behalf of the Mills by Mr. V.N. Chandavarkar, that a copy of this Resolution be furnished to the said Treasury and Branch Bank, and that it remain in force until the receipt by the said Treasury and Branch Bank of a copy of a Resolution to be passed by the said Mills rescinding the same."

"Copy"

Chairman.

ks)

As regards the legal consequences of Mr. Sirur's death on the partnership concern~~s~~, and future work, I request that the opinion of the Law Department may kindly be obtained and I may be advised as to the steps necessary in law to validate action taken in the name of N. Sirur & Co., subsequent to the death of Mr. Sirur, and the steps necessary to be taken to recognise the ~~individual~~ new partnership concern~~s~~ consisting of Mrs. Sirur and Mr. V.N. Chandavarkar as Agents, when such a step is taken by Mrs. Sirur, under Clause 11 of the Articles of Agreement. I request that the effect of Article 1 of the said Agreement which lays down that "the person or persons for the time being constituting the said firm of Messrs. N. Sirur & Co., shall be the Agents of the Company for a period of ten years" may kindly be ascertained.

Yours sincerely,

Rajaseva Nipuna
S. Shamanna, Esq., B.A.,
Financial Secretary to
Government, Bangalore.

AVR:KS)

Extract from the Proceedings of the 94th Meeting of the Board of Directors of Sri Krishnarajendra Mills Ltd., Mysore, held on Sunday the 11th April 1937.

The Secretary read the letter dated 7-4-1937 from the partners of N. Sirur & Co., intimating the appointment of Mr. V.N. Chandavarkar, a member of the Firm, as ex-officio Director. The deeds of partnership agreement of the firm of Messrs. N. Sirur & Co., dated 31-3-1915 and 5-4-1937 were placed on the table.

Resolution.- Recorded that Mr. V.N. Chandavarkar takes his seat on the Board of Directors as ex-officio Director.

The Comptroller and the Eastern Bank, Ltd., Bombay, may be informed that Messrs. N. Sirur & Co., will operate on the Mills' accounts as before.

"Copy"

Chairman,
Sri Krishnarajendra Mills Ltd.

THIS INDENTURE made the fifth day of April One thousand nine hundred and thirty-seven BETWEEN SUNDRABAI DATTATRAYA SIRUR of the one part and VITHAL NARAYAN CHANDAVARKAR of the other part WHEREAS these presents are supplemental to a Deed of Partnership (hereinafter called "the Principal Agreement") dated the thirty-first day of March One thousand nine hundred and fifteen constituting the firm of N. Sirur & Co. (hereinafter referred to as "the said Firm") and made between the late Dattatraya Narayan Sirur of the one part and the said Sundrabai Dattatraya Sirur of the other part WHEREAS the said Dattatraya Narayan Sirur died on the eleventh day of March One thousand nine hundred and thirty-seven without having exercised the powers conferred upon him by Clause 11 of the Principal Agreement AND WHEREAS no son of the withinnamed Dattatraya Narayan Sirur at present complies with the conditions contained in Clause 11 as aforesaid and accordingly in pursuance of the powers conferred upon her under Clause 11 of the Principal Agreement the said Sundrabai Dattatraya Sirur upon the death of the said Dattatraya Narayan Sirur forthwith admitted the said Vithal Narayan Chandavarkar as a partner with her in the said Firm and WHEREAS the said Firm are the Agents or the Managing Agents of the Sri Krishnarajendra Mills Limited a company incorporated in Mysore State and as from eleventh day of March One thousand nine hundred and thirty-seven the said Vithal Narayan Chandavarkar has as a member of the said Firm attended to and transacted business and entered into obligations on behalf of the said Firm as the Agents or Managing Agents of the said Sri Krishnarajendra Mills Limited AND WHEREAS it is desired to record the terms upon which the said Vithal Narayan Chandavarkar was admitted as a partner as aforesaid.

NOW IT IS HEREBY AGREED as follows:-

1. As on and from the eleventh day of March One thousand nine hundred and thirty-seven the said Sundrabai Dattatraya Sirur and the said Vithal Narayan Chandavarkar shall be and remain partners in the trade or business of merchants, mill agents and commission agents, carried on by the said firm.

2. The said Vithal Narayan Chandavarkar shall be a working partner and has no present interest in the capital and assets of the said Firm but he shall be entitled to such share in the profits of the said Firm as may from time to time be mutually agreed in writing.

3. All the provisions of the Principal Agreement shall remain in full force and effect in so far as they are applicable with due regard to the death of the said Dattatraya Narayan Sirur.

4. The Partnership hereby constituted shall continue until dissolved by either party giving to the other party six months' notice in that behalf.

5. The said Sundrabai Dattatraya Sirur on behalf of herself and the said Firm hereby expressly ratifies confirms and adopts all and whatsoever the said Vithal Narayan Chandavarkar may have done or caused to be done since the eleventh day of March One thousand nine hundred and thirty-seven on behalf of the said firm as the Agents or Managing Agents of the Sri Krishnarajendra Mills Limited.

IN WITNESS whereof the parties hereto have hereunto set their hands and Seals the day and year first above written.

SIGNED SEALED AND DELIVERED by the abovenamed SUNDRABAI DATTATRAYA SIRUR in the presence of:- Sd/- Sundrabai D. Sirur.

Sd/-
Solicitor, Bombay.

SIGNED SEALED and DELIVERED by the abovenamed VITHAL NARAYAN CHANDAVARKAR in the presence of:- Sd/-V.N.Chandavarkar.

THIS INDENTURE made the thirty-first day of March one thousand nine hundred and fifteen BETWEEN DATTATRAYA NARAYAN SIRUR of Bombay Hindu Inhabitant of the one part and SUNDRABAI DATTATRAYA SIRUR the wife of the said Dattatraya Narayan Sirur also of Bombay Hindu Inhabitant of the other part.

11. THE said Dattatraya Narayan Sirur shall have power by his Will or by any writing under his hand to appoint some person or persons who shall in the event of his death or becoming incapable for work be admitted into the partnership as a working partner or partners and the said Sundrabai Dattatraya Sirur shall immediately after the death or incapacity of the said Dattatraya Narayan Sirur as the case may be admit his nominee or nominees as a partner or partners in the said firm on such terms and conditions as the said Dattatraya Narayan Sirur may have set out in his Will or such writing as aforesaid or in default of such directions upon such terms and conditions as may be mutually agreed upon between the said Sundrabai Dattatraya Sirur and such nominee or nominees PROVIDED ALWAYS that in the event of no persons being nominated by the said Dattatraya Narayan Sirur to join the partnership as a working partner as aforesaid or in case any person or persons nominated by the said Dattatraya Narayan Sirur shall decline to act as such partner or partners the said Sundrabai Dattatraya Sirur shall immediately upon the death of the said Dattatraya Narayan Sirur or upon his becoming physically incapable as aforesaid unless the sons or one of the sons of the said Dattatraya Narayan Sirur shall have then attained majority and in the opinion of the said Sundrabai Dattatraya Sirur

shall be competent and suitable to be admitted into the said Firm appoint some competent and respectable person or persons as such working partner or partners upon such terms and conditions as she shall in her discretion think fit but in making any such appointment or appointments the aggregate shares of the persons taken as working partners shall not exceed six sixteenths of the net profits of the said business and the said Dundrabai Dattatraya Sirur shall reserve to herself the absolute right to introduce into the said firm the sons or son of the said Dattatraya Narayan Sirur as and when they or he shall attain the age of twenty one years which right also the said Dundrabai Dattatraya Sirur shall reserve to herself in arranging terms with any nominee or nominees of the said Dattatraya Narayan Sirur in case he shall have omitted to give directions as to the terms and conditions of the admission of his nominee or nominees.

12. IF at the date of the death of the said Dattatraya Narayan Sirur or at the time of his becoming physically incapable as aforesaid his sons or one of his sons shall have attained the age of twenty one years they or he shall if the said Sundrabai Dattatraya Sirur shall consider them or him competent and suitable to be admitted as partners or a partner in the firm be admitted into the partnership upon such terms as to participation in the profits as the said Dattatraya Narayan Sirur shall by his Will or such writing as aforesaid direct and failing any such direction upon terms that the share of the profits of the said business to which the said Dattatraya Narayan Sirur would have been entitled if he had been living and remained a partner shall form a provision for all the sons of the said Dattatraya Narayan Sirur it being the intention that each of such sons if in the opinion of the said Sundrabai Dattatraya Sirur competent and suitable to become a partner in the said Firm shall be admitted as a partner therein as and when he shall

attain the age of twenty one years and shall become entitled to his portion of the said share in the profits of the said firm of the said Dattatraya Narayan Sirur upon their or his binding themselves of himself as the case may be to give their or his whole time and attention to the conduct and management of the said business and to do their or his best to promote the interests thereof and not to be engaged in any other business detrimental or likely to be detrimental to the business of the said firm.

13. UPON the admission into the said firm of any person or persons as a working partner or partners as aforesaid whether nominated by the said Dattatraya Narayan Sirur or appointed by the said Sundrabai Dattatraya Sirur or upon the admission of the sons or any of the sons of the said Dattatraya Narayan Sirur ~~xxxkxxxx~~ he or they respectively shall on being so admitted enter into a proper engagement by deed to abide by and perform the stipulations and agreements of these presents so far as the same shall be applicable to him or them respectively and such deed or deeds shall be applicable to him or them respectively and such deed or deeds shall contain all such other provisions as may be necessary or proper to give effect to the intentions hereinbefore expressed and to the terms agreed to by the said Sundrabai Dattatraya Sirur at the time.

14. The death of the said Dattatraya Narayan Sirur shall not dissolve the said firm but the same shall be carried on under the provisions hereinbefore contained.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

In reply please quote reference
to No. 876/Loans. Enc. one.

COMPTROLLER'S OFFICE, BANGALORE,
Dated the 3rd May 193 7

The Chairman,
Sree Krishnarajendra Mills Ltd, Mysore.

Sir,

I have the honour to forward herewith for your information and needful action a copy of my letter No.874-875 dated 3-5-1937 addressed to the Secretary to the Agents to the Sree Krishnarajendra Mills, Ltd, Mysore, in reply to his letters Nos.4829 dated 14-4-37 and 5072 dated 19-4-37 regarding the operation of the second Personal Deposit Account of the Mills with the Mysore District Treasury .

I have the honour to be,
Sir,
Your most obedient servant,

Comptroller.

S.S.

In reply please quote reference to No. .....874-875/Loans.

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

Bangalore, dated.....3rd May.....*1937*.

FROM

A. N. RAGHAVACHAR, ESQ., M.A.,
Comptroller to the Government of His Highness the Maharaja of Mysore,
Bangalore.

To

The Secretary,
Sri Krishnarajendra Mills, Ltd.,
Mysore.

SIR,

Referring to correspondence resting with your letter No.5072 dated 19-4-1937 in the matter of operating upon on the second personal Deposit account of the Sri Krishnarajendra Mills in the Mysore District Treasury, I have the honour to state that under the tentative instructions already given by me to the Treasury in my letter No.831/Loans dated 9-4-1937 the funds required to recoup the expenditure incurred on the Weaving Shed can be drawn on cheques signed by Mr.V.N.Chandavarkar in his own name for and on behalf of the Managing Agents' Firm and supported by bills countersigned by the Agents at Bombay as before. To avoid inconvenience the above tentative procedure under which Mr.V.N.Chandavarkar is required to sign his own name for the Agents may be followed for immediate requirements by sending proper specimens of his signature. If it is intended that he should be authorised to sign on cheques not his own name but the name of the Agent's firm as N.Sirur & Co., revised instructions will be issued in due course on receipt of further information on some points which are not clear as copies of the new Partnership Deed and the revised Managing Agency Agreement and of the relevant Board resolutions in extenso have not been made available to me. These may if convenient be made available for my reference in the matter.

It is seen from your letters Nos.4829 dated 14-4-1937 and 5072 dated 19-4-1937 that under clauses 1 and 5 of the Agency agreement, and the Board Resolution of 11-4-1937 that Messrs. N.Sirur & Co., continue

as

as Managing Agents of the Sri Krishnarajendra Mills and are authorised to operate on the accounts of the Mills. But whether formal orders of Government recognizing the continuance of the Managing Agency of the firm as reconstituted after the demise of Mr. Sirur and approving the revised Agency agreement have been or are being obtained is not stated. Definite information on this point may be furnished with the names of all the partners.

Secondly, it is also seen from your above references and the Board resolutions as extracted therein that Mr.V.G.Chandavarkar, a member of the Partnership Firm of the Managing Agents is appointed by them as Ex-officio Director and coopted as such by the Board of Directors. But whether he has been formally invested with the full powers of the Partnership and of their Managing Agency and duly authorised to sign cheques and bills in their name as Managing Agents is not clear either from your references or from the resolutions extracted therein. Definite information on the above point may kindly be furnished immediately with relevant extracts of the Deed, Agreement and Board Resolutions to enable me to revise the instructions issued.

If it is intended that Mr.Chandavarkar should sign the name of the Managing Agents on cheques drawn on the Mysore District Treasury, who countersigns the supporting bills on behalf of the Agents at Bombay as required by the terms of operation of the Deposit Account may also be kindly stated.

I have the honour to be
Sir,
Your most obedient servant,

Sd.A.N.Raghavachar,
Comptroller.

KR)

S. Krishnan 3/5/37
Superintendent

Mr. A. S. Sastri

G.O. 145-36-9

In reply please quote reference to No. 902/Loans. Encl 2.

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

Bangalore, dated 15th May 1937.
17

FROM

A. N. RAGHAVACHAR, ESQ., M.A.,
Comptroller to the Government of His Highness the Maharaja of Mysore,
Bangalore.

FINANCIAL BR. 4494 20 MAY 1937 GENL & R...

To

Rajasevanipuna
S. Shamanna, Esq., B.A.,
Financial Secretary to Government of Mysore,
B a n g a l o r e.

SIR,

In continuation of my letters Nos.833/Loans dated 8-4-1937 and 877/Loans dated 1/3-5-1937 regarding the operation of the Second Personal Deposit Account of the Sri Krishnarajendra Mills with the Mysore District Treasury on cheques signed by Mr.V.N.Chandavarkar on behalf of the Managing Agents for funds required to recoup the expenditure incurred on the construction of the Weaving Shed, I have the honour to state that it is seen from the D.O.letter No.478/36-37 of even date) and from a further reply No.5837 dated 6-5-1937 received from the Secretary, Sri Krishnarajendra Mills, Mysore (copy enclosed for reference) that the Board have continued the Managing Agency of the firm of Messrs. N.Sirur and Co. as re-constituted after the demise of Mr.D.N.Sirur and that Mr.V.N.Chandavarkar who is a working partner of the Agency Firm has full power to act on behalf of the firm. I have accordingly and in anticipation of orders of Government on the reference made by the Chairman in his D.O. of 6-5-1937, this day instructed the Mysore District Treasury in my letter No.899/Loans dated 17-5-1937 (copy enclosed) to honour the cheques signed by Mr.V.N.Chandavarkar in the name of N.Sirur & Co as Managing Agents as before and request approval of Government for the action taken.

(Y. D. letter addressed to you by the Chairman Sk. Mills, Bangalore, (a copy of which was received here with his memo No. 479/36-37 of even date etc.

I have the honour to be
Sir,
Your most obedient servant,

A N Raghavachar
COMPTROLLER

KR)

Letter No.5837 dated 6th May 1937 from Sri Krishnarajendra Mills Limited, Mysore, to the Comptroller to the Government of Mysore, Bangalore.

=====

Adverting to your letter No. 874/875/Loans dated 3-5-37, we beg to submit that Mr. Chandavarkar has been taken as a partner in the Agency Firm of Messrs, N. Sirur & Co., The Board of Directors on a perusal of the two Partnership Deeds placed before them at the last Meeting, were satisfied that the firm of Messrs. N. Sirur & Co., continued to exist even after the demise of Mr. D.N.Sirur, that the firm was legally entitled to take at any time anybody as partner in the firm and that the admission of Mr. Chandavarkar as partner did not at all alter the legal position of the firm as continuing to be the Managing Agents of the Company so long as the present agreement between Messrs. N. Sirur & Co., and Sri Krishna-rajendra Mills Ltd., existed.

All the relevant papers were placed before the Board of Directors who were fully satisfied that Mr. Chandavarkar had become a full partner in the Agency Firm of Messrs. N. Sirur & Co., and as such Mr. Chandavarkar was entitled on behalf of the firm to do all such acts as are necessary to carry on the business of the Company as Managing Agents thereof.

The chairman of the Board of Directors is already in possession of the copies of the Old and New Partnership Deeds which give full information on all the points raised and if required a reference may be made to the Chairman.

" Copy "

S. Krishna
Superintendent
M. A. S. Section
Comptroller's office

CV Pony

In reply please quote reference to No. 699/Loans.

OFFICE OF THE COMPTROLLER TO THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

Bangalore, dated 15th May *193*7.

FROM

A. N. RAGHAVACHAR, ESQ., M.A.,
Comptroller to the Government of His Highness the Maharaja of Mysore,
Bangalore.

To

The Deputy Commissioner,
Treasury Department,
Mysore.

SIR,

Regarding the operation of the second Personal deposit Account of the Sri Krishnarajendra Mills,Ltd., with the Mysore District Treasury.

In continuation of this office memo No.674-675/Loans dated 1/3-5-1937 and in modification of the tentative instructions given in my letter No.631/Loans dated 9-4-1937 to honour cheques signed by Mr.V.N.Chandavarkar on behalf of the Managing Agents of the Mills, I have the honour to request that cheques signed by Mr.V.N.Chandavarkar the name of Messrs.Birur & Co. as Managing Agents of the Sri Krishnarajendra Mills, and supported as usual by bills countersigned by the Agents at Bombay for funds required to recoup the expenditure incurred on the construction of the Weaving Shed - Sri Krishnarajendra Mills at Mysore, maybe kindly honoured.

I have the honour to be
Sir,
Your most obedient servant,

Sd. A. N. Raghavachar,
Comptroller.

Copy

S. Krishnan
Superintendent,
M. A. D. Section
Comptroller's office

KRJ

Appendix F G—1]

SUBJECT.....

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Section G.F.
File No. 145—36
Serial No. 10

Diary No. of letter replied to..... .....

No. F(7137

To

Dear Ramanathan,

General and Revenue Secretariat

( )

the *193*

With reference to your letter No 478/36-37 dated 6.5.1937, I am directed to state that Rai Bahadur Chandrasekhara Varkhedi has been instructed to honour cheques signed by Mr. V. V. Chandrasekhara Varkhedi in the name of his firm, in view of his having become a working partner of the firm on the demise of Mr. S. V. Firm.

Yours truly,

Date of issue 29/5

Signed by Mr. K. V. Rao. 29/5

List of enclosures.....

Copied by .....

Examined by.....

K. V. Ramanathan Esq B.A
Chairman P.K. Mudaliar,
Arcot Bldgs, Bldg.

Copy of Govt. order referred to in his letter No 902/dated 17.5.37 and Note No 904/dated 17.5.37.

7138

WW 20/5 — Rm 24/5 — SK 20/5.

WD 03601—GPB—30,000—23-9-35

Ex

D. O. No. 7C-7137/9.7 145-36-10 GENERAL AND REVENUE SECRETARIAT

Dated, Bangalore, 27th May 37
29

Dear Ramanathan,

With reference to your letter No.478/36-37 dated 6th May 1937, I am desired to state that the Comptroller has been instructed to honour cheques signed by Mr. V.N. Chandavarkar in the name of the firm, in view of his having become a working partner of the firm on the demise of Mr. D.N. Sirur.

Yours sincerely,
(Signed) S. Shamanna.

A.V. Ramanathan, Esq.,B.A.,
Chairman, Sri Krishnarajendra Mills, Ltd.,
Bangalore.

- - -

Memo No. 7C7/18

Bangalore, 27th May 1937.
29

Copy of the above is forwarded with compliments to the Comptroller to Government with reference to his letter No.902/Loans dated 17th May 1937 and Note No. 904/Loans dated 17th May 1937.

By Order,

K Venkata Ram
for Financial Secretary to Govt.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

C.7/245-36-11

In reply please quote reference to No. Spl/29

Fl.13.

No.

COMPTROLLER'S OFFICE, ~~EXXCAMDXXXX~~
Camp, Mysore,
Dated the....19th..June.....*193* 7.

Rajasevanipuna
S.Shamanna, Esq., B.A.,
Financial Secretary to the Govt. of Mysore,
B a n g a l o r e.

FINANCIAL BRANCH
4870
23 JUNE 1937
GENL & R.V.

Sir,

With reference to your memo No.Fl.7138 dated 27/29th May-1937 forwarding a copy of your D.O.letter of even date addressed to the Chairman, Sri Krishnarajendra Mills Ltd., regarding instructions to honor cheques signed by Mr.V.N.Chandravarkar, I have the honor to state for the information of Government that the Deputy Commissioner, Treasury Department, Mysore has been instructed in this office letter No.1272/IAD dated 16th June 1937 to honor the documents signed by Mr.V.N.Chandravarkar in respect of the First Personal Deposit Account of Sri Krishnarajendra Mills Ltd., Mysore.

I have the honor to be,
Sir,
Your most obedient servant,

Comptroller.
1916.

MSR